



**MISSOURI DEPARTMENT OF TRANSPORTATION**  
**INFORMAL QUOTE GUIDELINES AND DOCUMENTATION**  
**FOR PURCHASES \$3,000 TO \$24,999.99**  
**THIS IS NOT AN ORDER**

**REQUEST FOR INFORMAL QUOTATION**

Please quote the lowest prices covering material specified and provide all information requested.

TODAY'S DATE:	APRIL 24, 2007	QUOTE DUE BY:	11:00 A.M. MAY 4, 2007	F.O.B. REQUIREMENTS:	MoDOT 2675 N. MAIN, BUILDING B SIKESTON MO, 63801
DELIVERY DEADLINE:	35 DAYS A.R.O.			BUYER NAME /TELEPHONE NUMBER:	RONNIE CLUCK (573) 472-5318
QUOTATION No:	Q10-07087-RG				
District Mailing Address /Facsimile #:	MoDOT 2675 North Main, Building B Sikeston, Mo. 63801 FAX (573) 472-5890		Delivery Locations:	MoDOT 2675 N. Main Building B Sikeston Mo, 63801	

Quantity	U/M	DESCRIPTION (Including size and/or part #'s)	UNIT PRICE	UNIT PRICE EXTENSION	DELIVERY TIME
2	EA	Trailer Mounted Bulk Paint Tank Per: Attached Specifications			
		Price shall include delivery to Sikeston Missouri			
<b>TOTAL ORDER EXTENSION</b>					

<input type="checkbox"/>	If checked, the following item is a provision of this quotation.
<input type="checkbox"/>	If this quotation is accepted, the quoting firm will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations for each affected craft and type of workmen. The current General Wage Order may be inspected at any District Headquarters Office or at the Headquarters Office in Jefferson City.

**VENDOR NOTES****VENDOR INFORMATION**

Vendor Name /Mailing Address		Vendor Contact Information (including area codes):	
		Phone #:	
		Fax #	
		Cellular #	
Printed Name and Title of Responsible Officer or Employee:		Signature:	

**Trailer Mounted Bulk Paint Transport Tank :**

- No part of the total assembly shall exceed 96" in length.
- The tank shall have two separate compartments, each holding a minimum of 800 gallons of paint.
- Each tank compartment shall contain baffles, to stabilize load when in transit.
- The compartment shall extend across the width of a trailer platform so as to equalize the load as the compartment is emptied.
- Tank, bracing and supporting framework, shall be designed to carry a minimum of 800 gallons of paint in each compartment without fatigue when in transit.
- It shall have bracing and gussets to strengthen and prevent flexing.
- The top of the tank shall be constructed using a skid resistant diamond plate surface.
- The bottom of the tank shall be located 3 inches above the level of the trailer bed.
- A steel frame of sufficient capacity shall support the tank from a minimum of all four corners and have a rectangular base with a footprint of at least that of the tank, with a length not to exceed the 96" maximum.
- The unit will be secured to the trailer bed by installing bolts through flanges located along the long axis of the rectangular base of the frame.
- The steel frame shall include all additional supports and bracing necessary to maintain structural integrity when fully loaded and transported under all reasonable conditions.
- The fill opening shall be 10" round with a minimum 3" raised lip around the entire opening to prevent water from entering the tank.
- Each compartment opening shall contain a removeable lid.
- The lid shall have wing nuts or comparable latch system to secure opening lid.
- The lid shall extend down and overlap the outside of the fill opening by at least 1" to prevent water from entering the tank.
- The lid shall have a high quality air/water tight rubber seal.
- The tank shall have positive vents, to equalize air pressure inside tank when paint is being pulled from tank.
- Vents shall be designed such that all possibility of water entering when raining is eliminated.

- Discharge pipes shall consist of 2" steel pipe and extend to each end of the tank unit.
- Discharge pipes shall be equipped with 2" ball valves and 2" male quick coupler on each outboard end.
- Quick detach caps shall also be included to prevent moisture from entering the coupler and valve.
- Discharge pipe valves shall be located so as to be easily operated from ground level.
- All pipe connections must be threaded, NO WELDED JOINTS.
- Tank and mounting hardware shall be painted with yellow equipment enamel with a suitable primer coat.
- Expected completion and delivery date on or before June 8<sup>th</sup>, 2007.

### **STANDARD SOLICITATION PROVISIONS**

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Officer and must be adhered to. If time varies on different items, the Bidder/Officer shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Officer will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. For bids/proposals of \$25,000 or more, no bids/proposals by telephone, telegram or telefax will be accepted. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFQ/RFP Request Number plainly indicated thereon.
- h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

### **GENERAL TERMS AND CONDITIONS**

#### **General Performance**

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

#### **Deliveries**

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

#### **Nondiscrimination**

- a. The Bidder/Officer understands that this project involves state funds and the Bidder/Officer awarded the contract will be required to comply with

the Executive Order 94-03 of the Governor of the State of Missouri dated January 14, 1994. This order stipulates that there shall be no discriminatory employment practices by the Contractor or his subcontractors, if any, based on race, color, religion, creed, national origin, sex or age. The undersigned Contractor or his subcontractors, if any, shall give written notice of their commitments under this clause to any labor union with which they have bargaining or other agreements

- b. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- c. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
  - 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
    - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
    - ii. cancellation, termination or suspension of the contract, in whole or in part.

### **Contract/Purchase Order**

- a. By submitting a bid/quote/proposal, the Bidder/Offeree agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

### **Subcontracting**

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

### **Invoicing and Payment**

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeree upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.

### **Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies,

# PREFERENCE IN PURCHASING PRODUCTS

Date: \_\_\_\_\_

The bidder's attention is directed to Section 34.076 RS Mo. 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids received will be evaluated on the basis of this legislation.

**All bidders must furnish the information requested below.**

**For Corporations:**

State in which incorporated \_\_\_\_\_

**For Others:**

State of domicile: \_\_\_\_\_

**For All Bidders:**

List address of Missouri offices or places of business.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MUST BE COMPLETED AND SIGNED:**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

NOTE: For bid to be considered, the attachment entitled "Preference In Purchasing Products" must be on file in this office and must be dated in the current calendar year.